

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK FOR
ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

NOTICE TO BIDDERS SPECIFICATION NO. 03-197

The City of Lincoln, Nebraska intends to purchase and invites you to submit a sealed bid for:

6200 GVW EXTENDED CAB FOUR-WHEEL DRIVE PICKUP

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon Wednesday, July 30, 2003 in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above.

EQUIPMENT SPECIFICATIONS

6200 GVW EXTENDED CAB FOUR-WHEEL DRIVE PICKUP

1. APPLICATION

- 1.1 The four-wheel drive extended cab pickup will be equipped with a 1300 lb. capacity lift gate for use in recovery and transport of 55 gallon barrels.

2. MODEL

- 2.1 The equipment furnished under these specifications shall be new 2004 of the latest improved model in current production as offered to the commercial trade.
- 2.2 Vehicle shall be complete with all accessory equipment as specified, to include all manuals as specified at time of delivery.
- 2.3 Vehicle shall comply with all current provisions of the National Traffic and Motor Vehicle Safety Act.
- 2.4 Bidders are cautioned to read the specifications carefully; the specifications may include special requirements not commonly offered by the manufacturer.

Meets Specs.
YES NO

3. ENGINE

- | | | | | |
|-----|--|-----|-----|--|
| ___ | | ___ | 3.1 | Eight cylinder block gasoline powered |
| ___ | | ___ | 3.2 | <u>Minimum</u> 5.3 liter piston displacement |
| ___ | | ___ | 3.3 | Full-flow spin on oil filter |
| ___ | | ___ | 3.4 | Dry-type air cleaner |
| ___ | | ___ | 3.5 | Anti-freeze protection to -30° F |
| ___ | | ___ | 3.6 | Required as recommended for permanent type anti-freeze |
| ___ | | ___ | 3.7 | Heavy duty cooling package with surge tank |

4. GVWR AND WHEELBASE

- | | | | | |
|-----|--|-----|-----|----------------------------------|
| ___ | | ___ | 4.1 | 6,200 GVWR <u>minimum</u> |
| ___ | | ___ | 4.2 | <u>Minimum</u> 137inch wheelbase |

5. TRANSMISSION

- | | | | | |
|-----|--|-----|-----|--|
| ___ | | ___ | 5.1 | Heavy duty four-speed automatic transmission |
| ___ | | ___ | 5.2 | Column mounted control with park position |
| ___ | | ___ | 5.3 | Heavy-duty transmission cooler |

6. TRANSFER CASE

- | | | | | |
|-----|--|-----|-----|---|
| ___ | | ___ | 6.1 | Two-speed transfer case with skid plate |
|-----|--|-----|-----|---|

7. DIFFERENTIAL

- | | | | | |
|-----|--|-----|-----|------------------------------------|
| ___ | | ___ | 7.1 | Positraction or limited slip |
| ___ | | ___ | 7.2 | Manufacture recommended gear ratio |

8. SUSPENSION

- | | | | | |
|-----|--|-----|-----|---|
| ___ | | ___ | 8.1 | Manufacturer's independent front suspension, all spring sizes recommended to meet GVWR and GAWR |
| ___ | | ___ | 8.2 | Heavy duty double acting shock absorbers front and rear |
| ___ | | ___ | 8.3 | Front stabilizer bar |

9. WHEELS AND TIRES

- | | | | | |
|-----|--|-----|-------|--|
| ___ | | ___ | 9.1 | 16" wheels with standard wheel covers |
| ___ | | ___ | 9.2 | Spare tire and wheel with manufacture's standard storage |
| ___ | | ___ | 9.3 | Full size Blackwall, tubeless, all terrain steel-belted radial tires |
| ___ | | ___ | 9.3.1 | Spare tire and wheel to match service tires and wheels |
| ___ | | ___ | 9.3.2 | Tires to be manufactured by major manufacture |
| ___ | | ___ | 9.3.3 | Tires to comply with GVWR and GAWR |

10. STEERING

- | | | | | |
|-----|--|-----|------|---|
| ___ | | ___ | 10.1 | Manufacturer's recommended power steering |
|-----|--|-----|------|---|

Meets Specs.
YES NO

		11. BRAKES
<u> </u>	<u> </u>	11.1 Power service brakes; disc drum or combination thereof
<u> </u>	<u> </u>	11.2 Parking brake on rear wheels or drive line
<u> </u>	<u> </u>	11.3 Manufacturer's standard anti-lock system
		12. ELECTRICAL AND LIGHTING SYSTEM
<u> </u>	<u> </u>	12.1 12 volt negative ground
<u> </u>	<u> </u>	12.2 Minimum 600 CCA maintenance free battery
<u> </u>	<u> </u>	12.3 Minimum 80 AMP alternator
<u> </u>	<u> </u>	12.4 Lighting system to meet FMVSS 108
		13. CAB AND BODY
<u> </u>	<u> </u>	13.1 Fully enclosed safety type cab
<u> </u>	<u> </u>	13.2 The pickup box shall not be less than 78 inches long by 64 inches wide (inside dimensions) double wall construction
<u> </u>	<u> </u>	13.3 Minimum 49 inches wide between wheel wells
<u> </u>	<u> </u>	13.4 <i>STYLESIDE, FLEETSIDE, SWEPTLINE</i> body is required
<u> </u>	<u> </u>	13.5 Approved safety glass required in all doors, windows and windshield
<u> </u>	<u> </u>	13.6 Fully insulated headliner
<u> </u>	<u> </u>	13.7 Standard production heat and sound insulation
<u> </u>	<u> </u>	13.8 Factory installed body side moldings
<u> </u>	<u> </u>	13.9 40-20-40 or 60-40 type heavy duty, cloth covered seat
<u> </u>	<u> </u>	13.10 Manufacturer's standard arm rests
<u> </u>	<u> </u>	13.11 Automatic speed control and tilt steering wheel
<u> </u>	<u> </u>	13.12 Dual padded sun visors
<u> </u>	<u> </u>	13.13 Rubber mating type floor covering
<u> </u>	<u> </u>	13.14 Interior and exterior rear vision mirrors
<u> </u>	<u> </u>	13.14.1 Interior adjustable non-glare type with selectable day or night feature
<u> </u>	<u> </u>	13.14.2 Right and left side adjustable exterior mirrors, minimum 5"x8"; swing away design
<u> </u>	<u> </u>	13.15 Frame section modules rated at not less than 3.3 with 36,000 PSI yield strength steel or as recommended by manufacture for extended cab pickup
<u> </u>	<u> </u>	13.16 Best grade factory installed air-conditioning, manually controlled, to include all items normally included in the factory package
<u> </u>	<u> </u>	13.17 Manufacturer's standard fenders front and rear
<u> </u>	<u> </u>	13.18 Manufacturer's standard front bumper
<u> </u>	<u> </u>	13.18.1 Rear bumper NOT REQUIRED
<u> </u>	<u> </u>	13.19 Minimum 25 gallon fuel tank with skid plate
<u> </u>	<u> </u>	13.20 Lap/Shoulder seat belts with automatic retractors for outboard seating; middle seat belt, preferably with retractor
<u> </u>	<u> </u>	13.21 Power outlet to be provided
<u> </u>	<u> </u>	13.22 Manufacturer's standard dual note horn
<u> </u>	<u> </u>	13.23 Electrically operated windshield wipers
<u> </u>	<u> </u>	13.23.1 Multiple speed, manually operated
<u> </u>	<u> </u>	13.23.2 Electric windshield washers with jets to each wiper blade
<u> </u>	<u> </u>	13.23.3 Intermittent or delay capability
<u> </u>	<u> </u>	13.23.4 All washer and wiper components to be factory installed
<u> </u>	<u> </u>	13.24 Fresh air type heater with dual defroster tubes to windshield, built to the manufacturer's specifications
<u> </u>	<u> </u>	13.24 Controls and instruments as follows:
<u> </u>	<u> </u>	13.24.1 Key locking ignition switch
<u> </u>	<u> </u>	13.24.2 Head, parking and dome light switches
<u> </u>	<u> </u>	13.24.3 Headlight beam control
<u> </u>	<u> </u>	13.24.4 Speedometer, charge indicator, fuel gauge, oil pressure indicator, engine temperature indicator
<u> </u>	<u> </u>	13.24.5 High beam indicator light, traffic hazard switch, flashing turn indicator lights
<u> </u>	<u> </u>	13.24.6 In cab hood release
<u> </u>	<u> </u>	13.25 Manufacturer's standard AM/FM Stereo radio with clock
<u> </u>	<u> </u>	13.26 Manufacturer's standard power locking system and two sets of keys to be provided

Meets Specs.
YES NO

___		___	13.27	Electric power windows and manual sliding rear window
___		___	13.28	Factory or dealer provided floor mats
___		___	13.29	Factory trailer tow package to include all hardware, wiring and Class III receiver hitch

14. MISCELLANEOUS

___		___	14.1	All trucks shall be protected to 34 degrees below zero Fahrenheit by a permanent type ethylene glycol base antifreeze of the brand normally furnished by the manufacturer. The radiator shall be tagged or marked to indicate the type, brand and degree of protection. Thermostat required as recommended for permanent-type antifreeze. Manufacturer's optional increased cooling capacity system, if available by manufacturer, must be furnished.
___		___	14.2	Dual air bags
___		___	14.3	Coolant recovery system required
___		___	14.4	Each unit shall be delivered with all wheels balanced and front end aligned
___		___	14.5	Manufacturer's standard equipment jack to comply with GVWR must be supplied.
___		___	14.5.1	The standard complement of tools such as wheel lug wrench, and jack handle shall be provided, together with facilities for storage.
___		___	14.6	1,300 LB. capacity lift gate, completely installed and ready for operation upon delivery as follows:
___		___	14.6.1	Eagle Lift Model # EDL-60/EDL-58 or equal
___		___	14.6.2	Nine inch fold-out extension with ramp
___		___	14.6.3	All standard equipment as advertised shall be provided

15. PAINT

___		___	15.1	Cab, body and fenders will be selected from manufacturer's standard colors.
___		___	15.2	All paint will be base coat/clear coat acrylic, activator-hardened acrylic or polyurethane type.
___		___	15.3	A light blur exterior with a grey interior is desired.

16. WARRANTY

___		___	16.1	The manufacturer's standard warranty shall apply.
___		___	16.1.1	Warranty to be effective from date of issuance of first assignment and the mileage warranty will begin from the mileage on the odometer on the date of assignment. The selling dealer will provide warranty activation cards, or similar information, in order to properly activate said warranty.
___		___	16.2	A minimum warranty of 3 years, 36,000 miles or the manufacturer's standard warranty, whichever is greater, is required.
___		___	16.3	A minimum of 5 years, 100,000 miles rust warranty is required

17. DELIVERY

___		___	17.1	Delivery shall be FOB Police Garage, 635 J Street, Lincoln, NE.
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18. OPTIONS

___		___	18.1.1	Eight foot box length with corresponding wheelbase change in lieu of six and one half foot as specified in item # 13.2
___		___	18.1.2	17 inch wheels and tires in lieu of 16 inch as specified in item # 9
___		___	18.1.3	Carpeted floor in lieu of rubber floor mat as specified in item # 13.13
___		___	18.1.4	Heavy-duty alternator, minimum 100 AMP in lieu of minimum 80 AMP as specified in item #12.3
___		___	18.1.5	The City of Lincoln requests alternate bids for 2003 models, from current inventory which generally meet the intent of this specification.
___		___	18.1.6	Please complete a specification form for each bid submitted with a detailed list of exceptions and/or enhancements

COMPANY NAME _____

**PROPOSAL
SPECIFICATION NO. 03-197**

**BID OPENING TIME: 12:00 NOON
DATE: July 30, 2003**

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

ADDENDA RECEIPT: The receipt of addenda to the specifications numbers _____ through _____ are hereby acknowledged. Failure of any bidder to receive any addendum or interpretation of the specifications shall not relieve the bidder from obligations specified in the bid request. all addenda shall become part of the final contract document.

BIDDING SCHEDULE				
<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>TOTAL</u>
1.	½ ton 6200 GWW Extended Cab Four (4) Wheel Drive Pick-up with a Tommy Lift Manufacturer _____ Model _____ Color _____	1 Each	\$ _____	\$ _____
2.	Option to provide eight (8) foot box	Each	\$ _____	\$ _____
3.	Option to provide 17 inch tires	Each	\$ _____	\$ _____
4.	Option to provide Carpeted Floor	Each	\$ _____	\$ _____
5.	Option to provide Heavy Duty Alternator	Each	\$ _____	\$ _____
6.	Alternate bid for a 2003 Model from current inventory provided with a Tommy lift Manufacturer _____ Model _____ Color _____	1 Each	\$ _____	\$ _____

BID SECURITY REQUIRED: _____ YES

_____ **X** _____ NO

AFFIRMATIVE ACTION PROGRAM:

Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.

**MARK OUTSIDE OF BID ENVELOPE:
SEALED BID FOR SPEC. 03-197**

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE ZIP CODE

(Title)

TELEPHONE No. FAX No.

(Date)

EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER

ESTIMATED DELIVERY DAYS

TERMS OF PAYMENT

E-MAIL ADDRESS

Bids may be inspected in the Purchasing Division offices during normal business hours, after tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents. Bid tabulations can also be viewed on our website at: <http://www.ci.lincoln.ne.us/city/finance/purch/specindx.htm>

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated of the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.

- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:

- 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
- 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. EQUAL OPPORTUNITY

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

4. DATA PRIVACY

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

5. BIDDER'S REPRESENTATION

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

8. ADDENDA

- 8.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

9. ANTI-LOBBYING PROVISION

- 9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

10. BRAND NAMES

- 10.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 10.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 10.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.

- 10.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

11. DEMONSTRATIONS/SAMPLES

- 11.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 11.2 Such demonstration can be at the City delivery location or a surrounding community.
- 11.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 11.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

12. DELIVERY

- 12.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 12.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 12.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

13. WARRANTIES, GUARANTEES AND MAINTENANCE

- 13.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 13.1.1 Manufacturer's warranties and/or guarantees.
 - 13.1.2 Bidder's maintenance policies and associated costs.
- 13.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 13.3 Bidder Warrants and represents to the City that all software/firmware/ hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
 - 13.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
 - 13.3.2 That all date sorting by the software /firmware/hardware/ equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/ firmware/ hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-

complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/ systems that does comply with this Specification and Agreement.

- 13.3.3 No Disclaimers: The warranties and representations set forth in this section 13.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

14. ACCEPTANCE OF MATERIAL

- 14.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 14.2 Material delivered under this proposal shall remain the property of the bidder until:
- 14.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
- 14.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 14.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 14.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 14.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

15. BID EVALUATION AND AWARD

- 15.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 15.2 No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 15.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 15.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the City, and as the City deems will best serve their requirements.
- 15.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

16. INDEMNIFICATION

- 16.1 The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 16.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

17. TERMS OF PAYMENT

- 17.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

18. LAWS

- 18.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.